

UNITED STATES MARINE CORPS MARINE CORPS RECRUIT DEPOT/WESTERN RECRUITING REGION SAN DIEGO, CALIFORNIA 92140

DepO 11106.1H 14 3 1 AUG 1993

DEPOT ORDER 11106.1H W/ Ch /

From: Commanding General To: Distribution List

Subj: PARKING OF PRIVATELY OWNED RECREATIONAL VEHICLES, BOATS, TRAILERS,

AND VEHICLES

(a) MCO P1700.27 (NOTAL) Ref:

(b) DepO P5400.29A (NOTAL)

Encl: (1) Release from Liability and Agreement of Understanding

(2) Notice of Violation of Storage Agreement

(3) Notice of Termination of Storage Privileges

- Purpose. In accordance with reference (a), the following instructions are published for the parking and storage of privately owned recreational vehicles, boats, trailers, and vehicles aboard Marine Corps Recruit Depot (MCRD), San Diego, California.
- Cancellation. DepO 11106.1G.

Summary of Revision

- a. Paragraph 5b. Medal of Honor recipients authorized to use the facilities.
 - b. Paragraph 5c. Changes access to lot to 24 hours.
- c. Paragraph 5.(2)(c). Payment of monthly fees is not pro-rated on a daily basis.
- Background. Depot Morale, Welfare, and Recreation (MWR) Division 0170 operates parking and storage areas in the enclosed lots at intersection of Henderson Avenue, Guadalcanal Avenue, and Puerto Rico Street and behind the Provost Marshal's Office (PMO) along Pacific Highway.

5. Policy

- a. The recreational vehicle and boat parking areas will be administered directly by the Manager of the RECREATION BRANCH Camping Facility.
- b. Permission to park and/or store units may be granted to the following persons:
 - (1) Active duty personnel.
 - (2) Retired with pay personnel.
 - (3) Dependents of active duty/retired personnel.
 - (4) MCRD NAF and DoD employees.
 - (5) Active Reserve and National Guard members.
 - (6) Medal of Honor Recipients.

c. Access to the storage lcts is available 24 hours every day. Vehicles, trailers, boats, and motor homes found outside the storage lots will be considered abandoned property after a period of 72 hours, and will be subject to towing off-base in accordance with reference (b) or impounded, unless prior approval is granted by Camping Facility Manager and/or Boathouse Manager and concurred with by the Provost Marshal.

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- d. As deemed necessary, the combination will be changed by direction of the Camping Facility Manager. The combination may be obtained only by appearing in person at the Camping Facility or the Boathouse, presenting proper identification and your RV Lot Space Number. Only those listed will be authorized entrance. Phone calls will not be accepted.
- e. Patrons of storage lots are to keep their vehicles, boats, trailers, motor homes in a good state of repair and cleanliness. Covers should not be ripped, torn, or worn-out. Tires should be kept from going flat or the vehicle blocked up. Patrons must keep assigned spaces policed of trash. "Storage spaces are for the storage of vehicles and boats only (motor homes, boats, trailers, automobiles, and trucks). The following items are prohibited: storage sheds; boxes, tires, wood, pipe, metal automobile and boat parts. Storage of paints, solvents, flammable liquids, explosives, toxic substances, combustible liquids, batteries, corrosives, compressed gas cylinders and hazardous materials are prohibited.
 - f. Parking fees are due in advance. Payment is due the 1^{st} of each month. Fees not paid before the end of the month will be charged a late fee. Fees will be pro-rated for the full month or one-half month only, based on sign up date of 1st to 14th, inclusive for full month and 15th to end of month for one-half month, upon entry or signing up for storage space. Fees are not pro-rated on a daily basis. A minimum of 1 12 months fee is due upon start of
- g. Accounts delinquent in excess of 30 days will result in the stored item being impounded until such time all outstanding fees are paid. After a period of three months, if fees are not paid, the stored item will be declared abandoned property and disposed of. Accounts will be billed each month and fees are to be paid by mail or at the MWR Cash Office in person. If payment is by check, assigned space number must be noted along with SSN, rank, status, work phone, and home phone numbers.
- h. In order to prevent hazardous material spills from occurring at the MCRD RV lot maintenance and minor repairs of boats and RVs are limited to those actions not requiring the draining and replacing of fluids. Maintenance requiring lubrication fluids or fuels to be drained from the RVs can be performed at the Auto Hobby Shop onboard the Depot or at other authorized locations. performed at the Auto Hobby Shop onboard
- i. Dependent children under the age of 18 will not be allowed in the lots unless accompanied by their adult sponsor.
- j. Access to storage lots will be limited to registered owners and those persons with valid ID cards who have been authorized by the registered owners to care for their items. Each owner will be required to fill out an "Authorized Access" slip which will be kept in the Camping Facility Manager's Office file.
- k. Storage of non-maritime equipment internally in boats is not authorized.
- 1. Patrons must contact the Camping Connection manager in person directing the cancellation of space. In some cases, a waiver may be granted for deployed personnel.
- m. Cancellation of storage agreement will be handled in the following manner:
- (1) Patrons must contact the Camping Facility Manger by phone or in person, and/or by letter, directing the cancellation of space.

h/

- (2) Space fees paid in advance will be refunded as follows:
- (a) If space is canceled prior to the 15th of the month, one half the fee will be refunded.
- (b) If space is canceled on or after the 15th of the month, no -refund of fees will be made.

'Assigned space must be empty, all debris and trash being removed, and hazardous materials cleaned up. Space FEES must be PAID IN Full.

6. Information

- a. Personnel desiring to register for storage lots will proceed to the Camping Facility Office, Building 239, during posted hours, Monday through Friday. The following requirements must be met before a space can be assigned and unit parked in lot:
 - (1) Parking space available.
- (2) Presentation of valid identification, proof of ownership, valid registration slip, and proof of liability insurance for the item being stored.
- (3) Completion of "Release From Liability and Agreement of Understanding, " enclosure (1).
 - (4) Payment of monthly fees, as requested, for space being assigned.
- Any complaints regarding the operation of the parking facility will be directed to the Camping Facility Manager.
- c. Extreme care will be exercised by owners moving their units within the storage lots. Any damage incurred must be reported to both the Camping Facility Manager and the Provost Marshal.
- d. Owners of units stored in facility may be directed to remove their units for any of the following reasons.
- (1) Failure to maintain units stored in a satisfactory state of repair and/or appearance, such as ripped or torn covers, flat tires, areas around space not policed.
- (2) Failure to maintain and report valid registration of units stored. Boats must display current year sticker on hull, trailers and vehicles must have license plates with current year valid tags. In some cases, a waiver may be granted for deployed personnel.
 - (3) Failure to maintain required insurance while unit is stored.
 - (4) Continued failure to pay fees in a timely manner as requested.
- (5) Failure to report incidents of damage to other units while in storage lots.

7. Action

a. The Director, RECREATION BRANCH acting for the Assistant Chief of Staff, MWR will maintain staff cognizance over this program.

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- b. The Camping Facility Manager will:
- (1) Maintain the parking areas established in the fence enclosed areas, Lots A and C.
- (2) Maintain positive control over the number of units and spaces assigned.
 - (3) Ensure completion of all required forms.
- (4) Collect fees, as required, and inform patrons of requirements for payments.
 - (5) Provide a copy of this Order to all patrons.
- (6) Inform patrons when in violation of this order, utilizing enclosure (2).
- (7) If issuance of enclosure (3) is necessary, notify the Depot Provost Marshal that a vehicle has been abandoned, etc.
- (8) Reserve the right to relocate units stored in lots when necessary. Patron should contact Camping Facility Manager if unit is not found in assigned space. Manager will contact patrons whose units have been moved to new locations.
 - c. Depot Provost Marshal shall:
- (1) Provide surveillance of the storage lots by motorized units when Camping Facility and Boathouse are secured for the day.
- (2) Upon notification by the Assistant Chief of Staff, MWR that a vehicle has been abandoned in the recreational vehicle parking lot, dispose of the vehicle in accordance with reference (b).

H. W. PETERSON III Chief of Staff

DISTRIBUTION: A



UNITED STATES MARINE CORPS

Marine Corps Recruit Depot/Western Recruiting Region 1600 Henderson Avenue Suite 238 San Diego, California 92140-5001

Dep0 11106.1H Ch1 1B

FEB 2 6 2002

DEPOT ORDER 11106.1H Ch1

From: Commanding General To: Distribution List

Subj: PARKING OF PRIVATELY OWNED RECREATIONAL VEHICLES, BOATS, TRAILERS, AND

VEHICLES

1. Purpose. To direct pen changes to the basic Order.

2. Action

- a. On page two, add the following statements at the end of paragraph 5e: "Storage spaces are for the storage of vehicles and boats only (motor homes, boats, trailers, automobiles, and trucks). The following items are prohibited: storage sheds; boxes, tires, wood, pipe, metal automobile and boat parts. Storage of paints, solvents, flammable liquids, explosives, toxic substances, combustible liquids, batteries, corrosives, compressed gas cylinders and hazardous materials are prohibited."
- b. On page two, cross out paragraph 5h and replace with: "In order to prevent hazardous material spills from occurring at the MCRD RV lots, maintenance and minor repairs of boats and RVs are limited to those actions not requiring the draining and replacing of fluids. Maintenance requiring lubrication fluids or fuels to be drained from the RVs can be performed at the Auto Hobby Shop onboard the Depot or at other authorized locations."
- c. On page two, cross out paragraph 5m(1) and replace with: "Patrons must contact the Camping Connection manager in person directing the cancellation of space. In some cases, a waiver may be granted for deployed personnel."
- d. On page three, cross out paragraphs 5m(2), 5m(2)(a), 5m(2)(b), and 5m(2)(c). Replace with: "Assigned space must be empty, all debris and trash being removed, and hazardous materials cleaned up."
- e. On page three, following paragraph 5m(2) add paragraph 5m(3): "Space fees must be paid in full."
- 3. Summary of Changes. These changes revise paragraph 5 of the basic Order.
- 4. <u>Filing instructions</u>. File this change transmittal immediately behind the signature page of the basic Order.

T. W. SPENCER Chief of Staff

DISTRIBUTION: A

MARINE CORPS RECRUIT DEPOT RECREATION BRANCH SAN DIEGO, CALIFORNIA 92140-5196

RELEASE FROM LIABILITY AND AGREEMENT OF UNDERSTANDING

This agreement, made on this between Morale, Welfare and Recreation San Diego, its officers and agents, her BRANCH is with referred to as PROPERTY OWNER, an authoractivities.	elnaiter referred to as RECREATION
WHEREAS, PROPERTY OWNER requests permis PAKRING AND STORAGE LOT of RECREATION E grant said permission to PROPERTY OWNER	RANCH and RECREATION BRANCH agrees to
NOW THEREFORE, in consideration of the parties hereto agree as follows:	mutual promises herein set forth, the
1. This agreement shall commence on, 19	, 19, and shall
2. The RECREATION BRANCH hereby agrees # and the use of the facilities facility for OWNER'S PROPERTY.	to rent to PROPERTY OWNER Space of the aforesaid parking/storage
3. In consideration therefore, PROPERT BRANCH the sum of \$ per payment of rent is to commence on the and is to be payable on the first day o make payment within 10 days after due day on the amount due. Payment owed affinitiation of involuntary pay collection directives. Additionally, said property further understood that monthly rental	month, in the form of rent. Said day of, 19, f each month thereafter. Failure to ate will result in an overdue charge of ter 30 days will be grounds for n procedures in accordance with current y will be subject to impound. It is
4. This parking/storage agreement shall following property.	
MAKE	
TYPEI	LENGTH
COLOR	
STATE OF LICENSING	
LICENSED OWNER(S)	
LICENSE NUMBER	

ENCLOSURE (1)

PROPERTY OWNER agrees to keep management of the RECREATION BRANCH Parking/Storage Facility informed of any changes in military status, duty station or address.

OWNER #1	SOCIAL SECURITY NUMBER
MILITARY ADDRESS	HOME ADDRESS
WORK PHONE	HOME PHONE

- 5. PROPERTY OWNER hereby agrees that this agreement is, and shall be, valid only for the specific property herein above described. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of, or encumbered in any manner whatsoever. Any agreement to the contrary is, and shall be totally null and void abinitio. If PROPERTY OWNER sells, transfers, or conveys title of specific PROPERTY aforementioned, PROPERTY OWNER hereby agrees to inform RECREATION BRANCH, and PROPERTY OWNER further agrees that prior to the effective date of such sale, transfer, or conveyance of title to said specific property, PROPERTY OWNER will remove the property from Parking/Storage Facility to such a place as the selection of which and cost of which shall be the sole obligation of PROPERTY OWNER.
- 6. This agreement can be terminated at any time, with no cause given, by the RECREATION BRANCH. Such termination shall be effective on the date that written notice is placed in the United States Mail, addressed to the owner(s) of the property herein before/after designated. All agreements and convenants, and portions thereof, contained herein, applicable to any release of liability, or indemnification for liability, shall remain in full force and effect (even though by the terms herein, this storage agreement shall have terminated or expired), until such time as the specific property herein before/after described has been removed from the limits of the PARKING/STORAGE FACILITY and any other MCRD property related thereto.
- 7. PROPERTY OWNER hereby expressly and knowingly covenants and agrees to guarantee, defend, indemnify, and hold free and harmless from any liability whatsoever, direct or vicarious, the United States Marine Corps, the Commanding General, Marine Corps Recruit Depot, the officers, enlisted, and civilian personnel of the foregoing, and all other persons, natural or corporate, or organizations in any way related thereto, and the heirs, successors, executors, administrators, and assigns of all such persons herein before mentioned, for the death of, or any injury to, PROPERTY OWNER, guests, and/or invitees; or any persons, natural or corporate, killed or in any way injured, directly or indirectly; or for any property loss or damage whatsoever, through any negligent act or omission whatsoever, including, but not limited to, the condition, status, security, safety, strength, adequacy, and or timeliness or any warnings related to any of the foregoing conditions, actions, or omissions (known or which by exercise of reasonable care should be known) of any physical facility, storage unit, transportation

ENCLOSURE (1)

of persons or property, vehicle of any type, boat or craft, crane, lifting device, cradle, tool, line, chain, chart, or any part or appurtenance to any or all of the foregoing; or the acts, omissions, adequacy, and/or timeliness of performance of any personnel, military or civilian, natural or corporate, or any organizations related thereto, in any way related or associated with, directly or indirectly, the United States, United States Navy, United States Marine Corps, the Commanding General, Marine Corps Recruit Depot, San Diego, arising in any manner or form whatsoever involving or occasioned by any use in any way of the facilities or property, realty or personality, herein, directly or indirectly.

- 8. The **PROPERTY OWNER** will obtain and maintain the following types of minimum amounts of insurance on their property, if applicable:
 - a. \$50,000/\$100,000 limits for Bodily Injury Liability
 - b. \$25,000/limt for Property Damage Liability
 - c. \$ 5,000 limit for Medical Payments

Proof of required insurance must be provided at the time of parking/storing and must clearly indicate that the coverage applies to the property belonging to the insured, which is kept and maintained away from the insured's residence(s). For the purposes of this contract, proof of insurance considered to be complete Insurance Services Office (ISO/Accord) Certificate of Insurance signed by the **PROPERTY OWNER'S** licensed insurance representative. Failure of the owner to provide proof of insurance and appropriate registration numbers or documentation papers will prevent the parking of said property at the Parking/Storage Facility.

- 9. **PROPERTY OWNER** agrees to strictly follow the terms and conditions of this agreement and the rules and regulations of the STORAGE/PARKING FACILITY, as established in Depot Order 11106.1H. The lessee confirms that he has received a copy of Depot Order 11106.1H (Initial) _____. **PROPERTY OWNER** further agrees to comply with all pertinent State of California regulations.
- 10. **PROPERTY OWNER** further understands that any violation on the part of his agents, guests, and/or invitees, representatives, successors, heirs, executors, or assigns may constitute grounds for immediate termination of this agreement, at the option of the **RECREATION BRANCH**. The following list is an example of situations which may cause termination of the contract. It is not exhaustive.
 - a. Failure of the PROPERTY OWNER to provide proper care for his property.
 - b. Failure of the PROPERTY OWNER to pay for current parking/storage fees.
- c. Failure of the $\mbox{\sc PROPERTY}$ $\mbox{\sc OWNER}$ to maintain required insurance and state registration.
- d. If at such times as the needs or interest of the military services or the United States Government shall deem such termination necessary.

ENCLOSURE (1)

DepO 11106.1H

PERMANENT AGREEMENT

- e. Failure of the **PROPERTY OWNER** to comply with provisions of this agreement or current regulations for the operation of the Parking/Storage Facility.
- f. In the opinion of the Facility Manager the property is considered a danger to other property.
- g. The **PROPERTY OWNER** will be liable for all legal and collection fees and interest costs absorbed by the **RECREATION BRANCH** in attempts to collect monies owed the **RECREATION BRANCH** by the **PROPERTY OWNER**.

By execution of the foregoing agreement, the parties hereto do hereby certify, by their hands and seals affixed hereto, that each party hereto has been provided a copy of the foregoing agreement and advised to SPECIFICALLY READ ALL THE TERMS HEREOF AND SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTION OF THIS AGREEMENT.

WITNESS OWNER/PARTNER

WITNESS OWNER/PARTNER

Original to Accounting File
Copy to: Facility Manager
Owner

CERTIFIED:

Parking/Storage Facility Manager

NOTICE OF VIOLATION OF STORAGE AGREEMENT

5800 14

To:
Subj: VIOLATIONS OF YOUR RECREATIONAL VEHICLE STORAGE AGREEMENT
Ref: (a) DepO 11106.1H
Encl: (1) Copy of the "Agreement of Understanding" executed by you on
1. On, Marine Corps Recruit Depot, San Diego permitted your to store your recreational vehicle on board the Depot, a condition precedent to which was your agreement to comply with regulations concerning storage of recreational vehicles aboard the Depot. The Camping Facilities Manager has notified me that, for the following reasons, you are presently in violation of your "Agreement of Understanding" (see the enclosure).
() a. Failure to maintain your vehicle in a satisfactory state of repair and appearance
() b. Failure to maintain and report valid registration of your vehicle.
() c. Failure to park your vehicle in a designated area.
() d. Failure to maintain required insurance.
() e. Continued to failure to pay parking fees in a timely manner.
() f. Failure to report accident within the parking facility.
2. You have 10 working days from receipt of this letter in which to correct the violations noted above. Proof of correction must be presented to the Director, Recreation Branch. Failure to correct the violations noted above within 10 working days will result in the revocation of your privileges to use the Depot Recreation Branch Parking/Storage Facility.
3. You may contact me at (619) 524-6769 regarding any questions you have about this matter.

NOTICE OF TERMINATION OF STORAGE PRIVILEGE

5800 14

From: To:	Director, Recreation Branch
Subj:	TERMINATION OF YOUR RECREATIONAL VEHICLE STORAGE
Ref:	(a) DepO 11106.1H
Encl:	(1) My letter to you dated (2) Copy of the "Agreement of Understanding" executed by you on
1. On _ that yo (2)).	, I sent you a letter (enclosure (1)) informing you were in violation of your "Agreement of Understanding" (enclosure
complia	ce you have not remedied the noted violation(s), and you are not in ance with the "Agreement of Understanding," your privilege to use the tional vehicle parking facility aboard this activity is revoked.
3. You	must remove your from the parking facility by
abandor	in the determination that your by the date specified will has been ned. You will be responsible for all towing and storage costs which from the disposal of your
5. You this ma	may contact me at (619) 524-6769 regarding any questions you have about tter before the termination date set for in this letter.

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